

HUSKY OIL CO.

IBLA 82-1249

Decided July 25, 1983

Appeal from decision of the California State Office, Bureau of Land Management, rejecting acquired lands oil and gas lease offer CA 11243.

Affirmed.

1. Oil and Gas Leases: Acquired Lands Leases -- Oil and Gas Leases: Description of Land

It is proper to reject an oil and gas lease offer submitted for a tract of acquired land, not surveyed under the rectangular system of public land surveys, where the boundary of the tract is not described by course and distance between the successive angle points on the boundary of the tract.

2. Oil and Gas Leases: Acquired Lands Leases -- Oil and Gas Leases: Description of Land

The responsibility of furnishing a proper and adequate description of lands in an oil and gas lease offer is upon the offeror, and difficulties in ascertaining a proper metes and bounds description do not preclude the requirement that such lands be correctly described.

APPEARANCES: Bob Langner, for appellant.

OPINION BY ADMINISTRATIVE JUDGE GRANT

Husky Oil Company (Husky) appeals the July 12, 1982, decision of the California State Office, Bureau of Land Management (BLM), rejecting its offer, CA 11243, to lease certain acquired lands for oil and gas. The offer was rejected by BLM because appellant failed to provide a correct description by metes and bounds of the lands sought.

On appeal appellant states:

The land lies within Pleyto Rancho and has never been described by a metes and bounds description. In the conveyance out of private ownership or in any prior or subsequent conveyances a metes and bounds description was never used. The land is Rancho land; therefore, has not been surveyed under the rectangular survey system and, unfortunately [sic], has never been the subject of a record survey. The rancho boundry [sic] shown on various maps, however, the maps do not show bearing and distances for the boundary lines. This lack of survey data eliminates the possibility of compiling an accurate metes and bounds description from available sources.

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The only proper way to compile a correct metes and bounds description would be to have a crew survey the boundary of the entire rancho. This would be a monumental task, would be cost prohibitive and would not have been possible within the time constraints allowed for filing the applications.

Appellant finally asserts that the legal description provided properly describes the land.

In its offer of August 28, 1981, appellant described the lands requested as follows:

Pleyto Rancho lying within projected Township 23 South, projected Ranges 8 and 9 East, and projected Township 24 South, projected Range 9 East, M.D.B. & M., according to United States Government Survey and as described in Patent from United States of America recorded April 9, 1873 in Book "A" of Patents, page 347.

EXCEPTING THEREFROM, all that certain portion thereof lying East of the East line of Lot 3, in Section 30, Township 23 South, Range 9 East, M.D.B. & M., projected South, to the East line of Lot 3, in Section 6, Township 24 South, Range 9 East, M.D.B. & M.

ALSO EXCEPTING THEREFROM all County and State roads lying therein.

In rejecting the offer BLM relied upon 43 CFR 3101.2-3(b)(1), which states as follows:

(b)(1) Lands not surveyed under the rectangular survey system. If the lands have not been surveyed under the rectangular system of public land surveys, and the tract is not within the area of the public land surveys, it must be described as in the deed or other document by which the United States acquired title to the lands or minerals. If the desired land constitutes less than the entire tract acquired by the United States, it must be described by courses and distances between successive angle

points on its boundary tying by course and distance into the description in the deed or other document by which the United States acquired title to the land. In addition, if the description in the deed or other document by which the United States acquired title to the lands does not include the courses and distances between the successive angle points on the boundary of the desired tract, the description in the offer must be expanded to include such courses and distances. [Emphasis in original.]

[1] The cited regulation requires that where a tract of acquired land, not surveyed under the rectangular system of public land surveys, is included in an oil and gas lease offer, the tract must be described by course and distance between the successive angle points on the boundary of the tract sought. See Chevron, U.S.A., Inc., 67 IBLA 266 (1982). Similarly, the regulation requires that where less than the entire tract of acquired land is sought for leasing, the boundary of the tract described in the offer must be provided by course and distance between successive angle points on the perimeter thereof. Katherine C. Thouez, 69 IBLA 391 (1983); Chevron, U.S.A., Inc., *supra*. Thus, appellant must describe the parcel by courses and distances before the offer meets the requirements of 43 CFR 3101.2-3(b)(1).

[2] The Board has held that the responsibility of furnishing a proper and adequate description of lands in an oil and gas lease offer is the offeror's, and any difficulties in ascertaining a proper metes and bounds description do not preclude the requirement that such lands be correctly described. Sam P. Jones, 45 IBLA 208 (1980); Charles H. Fingerhood, A-30461 (Mar. 17, 1966). Although the interior of the Pleyto Grant has not been surveyed under the public land surveys, the plats disclose that the public land surveys have been extended to the boundary of the tract. Further, the deed by which the United States acquired title to the tract refers to it as "The Rancho Pleyto, containing 13,299.27 acres, according to the United States Government Survey thereof." Appellant should consult with BLM about the possibility of obtaining the field notes of the survey or surveys which should establish a metes and bounds description.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

C. Randall Grant, Jr.
Administrative Judge

We concur:

Anne Poindexter Lewis
Administrative Judge

Gail M. Frazier
Administrative Judge

